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employment negligently damaged the car in a collision. *Held*, that the defendant is liable. *Southern Garage Co. v. Brown*, 65 So. 400 (Ala.).

Under a contract of bailment which contains no special provision concerning the care required of the bailee, it is well settled that he need exercise only ordinary care, and if he has exercised such care, he is not liable for injury done by a third person. *Russell v. Koehler*, 66 Ill. 459. Injury done by a servant acting outside the scope of his employment would seem to be analogous to injury done by a third person. In cases where the act of the employee is criminal, such as the embezzlement of a special deposit by the cashier of a bank, the law is clear that the bailee is not liable. *Foster v. Essex Bank*, 17 Mass. 478. The principal case does not seem properly distinguishable from this class of cases and it must be regarded as wrong. It is also opposed to authority, as the opposite result has been reached both in this country and in England in earlier cases. *Evans v. A. L. Dyke Automobile Supply Co.*, 121 Mo. App. 266, 101 S. W. 1132; *Sanderson v. Collins*, [1904] 1 K. B. 628.

BILLS AND NOTES — DEFENSES — EXTENSION OF TIME TO PRINCIPAL JOINT MAKER — NEGOTIABLE INSTRUMENTS LAW. — The defendant signed a joint note as surety for his co-maker. The payee knew of the suretyship relation, but made a binding contract with the principal maker, extending the time of payment, without the knowledge of the defendant, and now sues him. *Held*, that the plaintiff may recover. *Cowan v. Ramsey*, 140 Pac. 501 (Ariz.).

A surety co-maker will be discharged, at common law, by a binding extension of time given the principal debtor by a holder with notice of the suretyship relation. *Pooley v. Harradine*, 7 E. & B. 431; *Horne v. Bodwell*, 5 Gray (Mass.) 457. The principal case decides that the Uniform Negotiable Instruments Law abrogates this rule and permits recovery against the surety. Section 120 of the act enumerates the different modes of discharging a party secondarily liable, including the case of extension of time to the principal debtor. But it is obvious that a surety co-maker, being "by the terms of the instrument absolutely required to pay the same," is primarily liable under section 192. Section 119 gives five ways of discharging the instrument without mentioning discharge by extension of time to the principal. It is argued, therefore, in the principal case that since the provision as to discharge by extension of time is included in the section dealing with the discharge of parties secondarily liable, and omitted from the section as to the discharge of the instrument, and hence parties primarily liable, the legislative intent was not to discharge parties primarily liable in this manner. *Union Trust Co. v. McGinty*, 212 Mass. 205, 98 N. E. 679; *Cellers v. Meachem*, 49 Ore. 186, 89 Pac. 426. Such an inference would not seem necessary, however, since section 119 deals not with the discharge of parties to the instrument, but with the discharge of the instrument itself, and the discharge of the surety co-maker would not be a discharge of the instrument. Hence the omission of the provision as to extension of time would have no significance. By section 196, cases not provided for by the Negotiable Instruments Law are governed by the law merchant. The ordinary rules of suretyship would, therefore, apply to the principal case and the surety co-maker should be discharged by the extension of time. This result seems permissible by a fair construction of the statute, and would avoid overthrowing the established law of suretyship. *Farmers' Bank of Wickliffe v. Wickliffe*, 134 Ky. 627, 121 S. W. 498. See BRANNAN, NEGOTIABLE INSTRUMENTS LAW, p. 117.

BILLS AND NOTES — PAYMENT AND DISCHARGE — PAYMENT BY ANOMALOUS INDORSER. — The plaintiff indorsed the defendant's note for the accommodation of the payee, in ignorance of an equity in favor of the defendant.